

THIS INSTRUMENT PREPAREDBY Breckenridge Lake Community Assoc. Inc.ADDRESS PO Box 1143Crossville TN 38557

Amended and Restated Covenants and Restrictions

For

Breckenridge

This Amended and Restated Declaration of Covenants and Restrictions for Breckenridge is made this 20th day of September, 2014, by the affirmative vote of a majority of the votes cast by voting members of Breckenridge Lake Community Association, Inc.

WITNESSETH:

WHEREAS, Breckenridge Lake Community Association, Inc., a Tennessee corporation (hereinafter the "Declarant"), executed the following Restrictions for Breckenridge as follows:

Subdivision	Executed Date	Book/Page
Bigory	September 27, 1982	258/251
Bigory 2	September 26, 1983	274/1
Blarney	March 16, 1982	250/571
	March 16, 1982 Supplement	250/574
Dawn	December 6, 1984	295/12
Erin	November 2, 1984	291/763
Kevin	May 21, 1981	239/347
Galway I & II	April 7, 1981	236/410
	May 5, 1981 Supplement	237/432
	May 21, 1981	239/347
	May 22, 1998 Supplement	1016/1405
Green	August 29, 1983	273/29
Ireland	July 20, 1982	255/1
	July 20, 1982 Supplement	255/4
Irishmore	December 9, 1983	277/528
Oak Park	May 29, 1984	288/843
	April 8, 1987 Supplement	334/263
	May 3, 1991 Supplement	415/561
O'Danley	October 17, 1984	291/295
O'Leary	July 30, 1985	303/573
	July 30, 1985 Correction	304/37
O'Stone	April 23, 1983	267/661
O'Stone 2	October 25, 1983	275/363
O'Sullivan	May 19, 1982	252/628
O'Sullivan 2	September 7, 1982	256/909
Sean	April 8, 1983	266/524
Shamrock	October 1, 1981	243/651
	October 1, 1981 Supplement	243/654
Shamrock 2	November 9, 1983	276/112
St. Patrick I & II	October 1, 1981	243/671

(2082)

Which constitute all lots located in the Breckenridge subdivision, and

WHEREAS, the Declarant is desirous of filing of record an Amended and Restated Declaration of Covenants and Restrictions for the sole purpose of amending the above referenced restrictions. NOW, THEREFORE, for and inconsideration of the mutual benefits inuring to the Declarant the above-referenced restrictions are hereby amended by deleting the same in its entirety and substituting the following:

1. The lots in this subdivision shall be used solely and only for single family residential purposes.
2. No building shall be constructed, owned or permitted to remain on any lot other than one (1) detached single family dwelling, not to exceed two and one-half stories in height, with or without a basement and other than two additional building including a detached garage for the owner's vehicles.
3. No lot shall be re-subdivided to form a small lot; however, this shall not be construed so as to prevent the re-subdividing of lots to establish a larger lot.
4. The establishment, maintenance and use of all lots or parcels of land within the Subdivision with regard to compliance with the currently existing State Health Regulations. In particular, no outside toilets shall be allowed on any lot in the Subdivision and furthermore, all sanitary arrangements must be inspected and approved by local and/or State Health Officers.
5. No animals or poultry, except dogs, cats, or other household pets, may be kept on a lot in this Subdivision and no such household pets shall be kept, bred, or maintained for any commercial purposes, nor kept in such manner as to constitute a nuisance to the neighborhood.
6. No noxious or offensive activity shall be carried on any lot or parcels of land, nor shall anything be done thereon which shall be or become any annoyance or nuisance to the neighborhood.
7. No lot or parcel of land shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, including but not limited to junk vehicles of any sort and household waste, which shall be kept in sanitary containers. All such containers or other similar equipment for the storage or disposal of garbage or waste material shall be kept in clean and sanitary condition.
8. All dwelling units erected on lots or parcels if and herein restricted to residential use only shall be constructed in a good and workmanship like manner and shall be maintained at all times in good state of repairs. No structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single-family dwelling; however, this shall not prohibit the construction of one residence on a portion of two or more lots as shown on the Plat of said Subdivision, constituting a single home site.
9. All mobile homes must be approved by the Breckenridge Lake Community Association, Inc. prior to installation. The mobile home units shall be:
 - a) No less than 12 feet wide and 50 feet long;
 - b) Having been manufactured within 48 months from date of installation;
 - c) Underpinning of each mobile unit in a fashion acceptable to the A.C.C. must be completed within 45 days after installation of any mobile home unit.
10. No residence shall be constructed thereon having less than 1,000 square feet of heated floor space, exclusive of porches, carports, breezeways, and attached garages. The exterior construction of any home or other permanent structure shall be finished within six (6) months from the date of construction begins, and the structure shall be fully completed within one (1) year from the date of commencement of construction.
11. Electric wiring and plumbing installed in any structure erected or moved upon the properties shall be in accordance with the Tennessee state code.
12. No privately-owned sewage disposal system shall be permitted upon any lot or parcel of land of the properties covered by these protective covenants and restrictions unless such system is

- designed, located and constructed in accordance with requirements, standards and recommendations of the State Health Department and approved by the A.C.C.
13. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot or parcel of land or shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot or parcel of land. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or parcel of land.
 14. No commercial activity of any kind will be conducted upon any of the lots.
 15. These restrictions shall be considered as covenants running with the land and shall bind the purchaser of all lots or parcels of land in said Subdivision, their heirs, assigns and successors, and if said owner or owners or any of them, their heirs, assigns and successors, shall violate or attempt to violate the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any lot or parcels of land in the Subdivision to prosecute any proceeding at law or in equity against the person or persons or persons violating or attempt to violate any such covenant or restriction and either to prevent such person or persons from committing an act of violation or to recover damages for such violation.
 16. All signs except such signs as may be used by Breckenridge Lake Community Association, Inc in the promotion and development of the Subdivision are prohibited except:
 - a) Signs erected for identification of streets, traffic control and directional purposes;
 - b) Signs of a temporary nature advertising the lot for sale or lease and construction signs, which signs shall not exceed 5 square feet in area.
 17. Except for the business of the owner, its successors, assigns or representatives, in furtherance of its sale program, the practice of any commercial enterprise or profession or the carrying on any business is prohibited on any lot.
 18. Breckenridge Lake Community Association, Inc., for itself, its successors, assigns and licensees reserves easements 10 feet in width, left, right and parallel to all lot lines for the installation of utilities and drains and the maintenance thereon. It is provided, however, that in the event any lot or parcels thereof are re-subdivided to form larger lots as hereinabove provided, the reservation of these easements shall automatically be relocated from the existing lot line to the lot line formed as a result of the re-subdivision, unless a utility installation has been made prior to such re-subdivision, and in the event, written approval from the owner and operator of the utility will be required in order to relocate such easements.
 19. Construction of residential dwellings shall be subject to the setback line requirement as shown on the recorded plats of the subdivision.
 20. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the area formed by the street property lines and a line connecting or in them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of the driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained as sufficient height to prevent obstruction of such sight-lines.
 21. All property owners shall pay dues to the Breckenridge Lake Community Association, Inc. for the up keep of common property and the dam.
 22. Any invalidation of any of these covenants or restrictions shall in no way affect any other of the provisions herein and those not so invalidated shall thereafter remain in full force and effect.

23. These covenants and restrictions herein set out shall only apply to the lots included in Exhibit "A" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned officers, by execution hereinbelow, certify that the above Amended and Restated Declaration was lawfully adopted by the affirmative vote of a majority of the votes cast by the voting members of Breckenridge Lake Community Association, Inc.

BRECKENRIDGE LAKE COMMUNITY ASSOCIATION, INC.,
a Tennessee nonprofit corporation

By: *Lucille Cron*
Lucille Cron, President

Attest: *Joel Chamness*
Joel Chamness, Vice-President

ACKNOWLEDGMENT

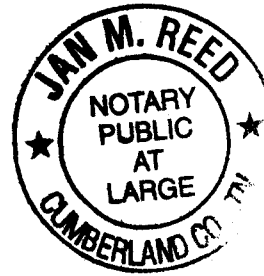
State of Tennessee
County of Cumberland

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Lucille Cron and Joel Chamness, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who, upon oath, acknowledged themselves to be the President and Vice-President of Breckenridge Lake Community Association, Inc., a Tennessee nonprofit corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officers.

WITNESS my hand and seal of office this 29th day of September, 2014.

Jan M. Reed
Notary Public

My commission expires: 12/9/17



BK/PG: 1438/317-320

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4 PGS:AL-RESTRICTIONS	
BATCH: 84133	
09/30/2014 - 01:48:27 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

STATE OF TENNESSEE, CUMBERLAND COUNTY
JUDY GRAHAM SWALLOWS
REGISTER OF DEEDS